

Naples Grp Waiver

Participant Name _____ Date _____

Home Address _____

Phone Number _____

Cell Number _____

E-mail address _____

Drivers License – State _____ Number _____

Release of Liability, Waiver of Claims, Express Assumption of Risk, and Indemnity Agreement

I am fully aware of the inherent hazards and risks associated with jet ski/watercraft activities to which I am about to engage, including but not limited to:

1. Changing water flow, tides, currents, wave action, and ship's wakes.
2. Collision with other participants's watercraft, manmade or natural objects.
3. Inclement weather and lightning.
4. Collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into body orifices, and/or drowning.
5. Equipment error or operator error.
6. Marine life forms.
7. Heat or sun related injuries or illness, including sunburn, sun stroke or dehydration.

I specifically acknowledge that I have read, understand, and agree to always abide by the safety instructions and that I have been trained in the safe use of the jet ski and equipment to my complete satisfaction, and I am physically/mentally able to participate in the water sport activities to which I am about to engage.

I specifically waive any defense insofar as this contract is concerned that may arise as result of any state or local law and/or regulation or policy that may impact its enforceability.

In consideration of being allowed to participate in this water sport activity, as well as the use of any of the facilities and the use of equipment the below releases, I hereby agree as follows:

1. To waive and release all claims based on negligence, active or passive apart from international, want on or willful misconduct that I may have in the future against all the following named persons or entities herein referred to as lessor. The lessor is Naples Grp. I also waive and release all claims mentioned above in the same description against the property on which they do business from.
2. To release the lessor, their officers, employees, agents and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether cause by active or passive negligence of the lessee harmless and indemnity than in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
3. I agree to pay for all damage or loss of equipment that may occur during my rental. I acknowledge that charges will be automatically charged at the end of the rental. My security deposit will not be refunded if charges accumulate more than damages owed. I may also be required to pay more than the security deposit. I also agree to pay for loss of time/rental if the jet ski is not able to be rented due to damages.
4. By entering into this agreement, I am not relying on any oral or written representation, or statements made by the lessor, other than as set forth in this agreement.

I hereby declare that I am of legal age and am competent to sign this agreement and have complete understanding and concurrence with this agreement.

I have read this agreement, understand it, and agree to be bound by it.

Signature _____

Print Name _____

Date _____

Naples Grp Waiver

Jet Ski Damage/Repair Price List

1. Lessee shall be liable for the return of and for damage to said equipment. Lessee covenant and agrees to hold lessor harmless for all negligence in possession or operation or listed equipment.
2. Lessee agrees on the demand to return rented equipment and all attachments and parts to Jet Skis on the Gulf in the same condition it was received. Ordinary wear and depreciation expected. Lessee further agrees to pay, on demand, for all lost and damaged equipment. Jet Skis returned excessively dirty will be charged up to a \$100.00 cleaning fee.
3. Lessee further agrees on the demand to pay Jet Skis on the Gulf for the use of said equipment at the same rates as provided above until such equipment is returned to lessor. Also pay all costs and expenses, including but limited to reasonable attorney's fees incurred by lessor in collecting any amounts owing by lessee under this agreement for rental or otherwise, or in enforcing any of lessor's controls.

Item	Cost
Jet Ski Keys w/ lanyard	\$30.00
Fire Extinguisher	\$50.00
Seat	\$300.00
Standard life jacket	\$40.00
Child's Life jacket	\$30.00
Late Fee!!	\$25 for every additional five minutes
Other	Cost determined upon Inspection
Downtime fee \$375/day until jet ski is operational	

4. Lessee has read the damage/repair price list and understands what charges will be applied to specified damages and errors from me or anyone in my party. Upon the return of the rented jet ski, the lessee acknowledges that an inspection of the rented jet ski will be conducted by Naples Grp to determine whether any damage or repairs will need to be applied. Lessee will pay for any damage done to the skis at the end of his/her rental period.

Signature _____

Print Name _____

Date _____

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Safety Rules

- 1.** You must be at least 18 years of age to rent our jet skis.
- 2.** Jet Ski operators will not use alcohol before or during rental period.
- 3.** Anyone who is pregnant cannot be Jet Ski operators and riders.
- 4.** Jet Skis do not have brakes! Always operate at a safe speed. Allow yourself ample stopping space.
- 5.** Know right of way rules: generally, keep to your right and safely avoid other craft. To avoid a collision, **attempt to stay 300 feet away from jet skis, boats, swimmers, docks, or other obstacles until you have reached your destination.**
- 6.** Look in all directions constantly for other boats, skiers, divers, and swimmers. **Stay alert!**
- 7.** Any unsafe driving practices will result in the termination of the rental. **As a result of this, no refund of rental money will be made.**
- 8.** All jet ski and safety features are checked off with and while the customer is present.
- 9.** Provide life vests, check condition of vests, and demonstrate how to use vests.
- 10.** Shown location of anchor, check condition of anchor, and demonstrate how to use anchor.
- 11.** Shown the designated driver how to start and operate the engine.
- 12.** Shown location of fire extinguisher and how to operate.
- 13.** Shown location of vessel registration.
- 14.** Shown location of vessel horn or coast guard approved whistle.
- 15.** Explain to customers areas that are “out of bounds”. Show customers areas of interest and popular places.
Explain no wake zones.
- 16.** A red flag with a white diagonal stripe down the middle represents that diving or snorkeling is in progress in the area and no vessel shall pass within 300 feet of the posted flag.
- 17.** Adhere to all no wake signs or waterway rules. Any boater who does not observe these rules is subject to fines by the U.S. Coast Guard, Marine Patrol or Sheriff’s Dept.
- 18.** All riders must always wear a U.S. Coast Guard certified life jacket! No exceptions under any circumstances, **NONE!**
- 19.** It is your responsibility to make sure you bring the jet ski back in the same condition you rented it in.
Deposit will be forfeited for damages and missing items (anchor, life vest etc.)
- 20.** Jet ski capacity for passengers will not exceed posted limits.

I have read and understand the safety rules on jet ski operation. I hereby agree to immediately pay for all damage and/or destruction of any equipment during this rental.

Signature _____

Print Name _____

Date _____

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I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions which I understand may lead to a dangerous situation regarding other people or myself during water sports activities.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint pain, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

Even if I have a health condition as stated above of which I am unaware, by signing this form, I have still chosen to participate in this activity and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I further declare that if I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during these activities, I will notify Naples Grp immediately.

Signature _____

Print Name _____

Date _____